

SAN FRANCISCO PUBLIC LIBRARY

ACCESS, DISCOVER, EMPOWER

DOCUMENTS DEPT.

OCT 08 1998

SAN FRANCISCO  
PUBLIC LIBRARY

*Request for Proposals for the Post-Occupancy  
Evaluation of the Main Library*

5/S



San Francisco Public Library

Government Information Center  
San Francisco Public Library  
Larkin Street, 5th Floor  
San Francisco, CA 94102

REFERENCE BOOK

Items may be taken from the Library

San Francisco, through the Public Library Commission  
proposals for a post-occupancy evaluation of the Main San

The purpose of this evaluation is to assess the  
along its multiple dimensions, including its social and  
d as a workplace. This evaluation will provide the  
rmation on which to base their planning and budgeting  
ng in the short term and for managing its operations in

ed by the selected consultant shall include, but are not  
id evaluation of public use and reaction to the building;  
er groups' satisfaction with facilities, facilities,  
ograms, staff satisfaction with all aspects of the work  
n performance in regard to heat, ventilation, and air  
nveyance systems, maintenance, storage, and operable  
well as the possible uses of Brooks Hall for Library

purposes.

D

EF  
11.5709  
a52r



CIVIC CENTER  
SAN FRANCISCO, CALIFORNIA 94102  
TELEPHONE 415.557.4233



DOCUMENTS DEPT.

OCT 08 1998

SAN FRANCISCO  
PUBLIC LIBRARY

WN, JR.  
GUERAS, A.I.A.

## *Request for Proposals for the Post-Occupancy Evaluation of the Main Library*

TER  
NTE

ary

The City and County of San Francisco, through the Public Library Commission issues this Request for Proposals for a post-occupancy evaluation of the Main San Francisco Public Library. The purpose of this evaluation is to assess the functioning of the library along its multiple dimensions, including its social and physical performance and as a workplace. This evaluation will provide the commissioners with information on which to base their planning and budgeting for fine-tuning the building in the short term and for managing its operations in the long term.

The services to be provided by the selected consultant shall include, but are not limited to, description and evaluation of public use and reaction to the building; including specialized user groups' satisfaction with facilities, facilities, accommodations and programs, staff satisfaction with all aspects of the work environments, building performance in regard to heat, ventilation, and air conditioning (HVAC) conveyance systems, maintenance, storage, and operable and fixed equipment as well as the possible uses of Brooks Hall for Library purposes.



CIVIC CENTER  
SAN FRANCISCO, CALIFORNIA 94102  
TELEPHONE 415.557.4233

**DATE: *AUGUST 14, 1998***

**Pre-proposal Conference 8/31/98 10AM**

**Deadline For Submission: 11/2/98 5PM**

# **City and County of San Francisco**

## **PUBLIC LIBRARY**

### **Request for Proposals for Post Occupancy Evaluation of the San Francisco Main Library**

#### **Table of Contents**

|      |   |     |
|------|---|-----|
| I.   | Introduction                                  | 4.  |
| II.  | Scope of Work                                 | 5.  |
| III. | Submission Requirements                       | 10. |
| IV.  | Evaluation and Selection Criteria             | 12. |
| V.   | Schedule                                      | 14. |
| VI.  | Terms and Conditions for Receipt of Proposals | 15. |
| VII. | City Contract Requirements                    | 18. |

#### **Appendices:**

- A. Human Rights Commission Attachment 2 and Forms 1, 2A, 2B, 3, 4, 5, 5A, 5B
- B. Chapters 12B, 12C and 12D of the San Francisco Administrative Code, and related forms:
  - Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits (form HRC-12B-101)
  - Reasonable Measures Affidavit (form HRC-12B-102)
  - Substantial Compliance Authorization Form (form HRC-12B-103)
- C. Agreement for Professional Services (form P-500)
- D. Business Tax Registration Declaration (form P-25)

## **REQUEST FOR PROPOSALS FOR A POST OCCUPANCY EVALUATION OF SAN FRANCISCO'S MAIN PUBLIC LIBRARY**

### **I. INTRODUCTION**

The Library has initiated a request for proposals (RFP) for a post-occupancy evaluation of the Main San Francisco Public Library in response to a city audit recommending such an evaluation. This evaluation shall be multifaceted, requiring assessment of the building's performance along several social and physical dimensions, and requiring recommendations for managing and prioritizing proposed changes.

This RFP is an invitation to consultants to submit their proposals and qualifications to conduct such a study. The library shall select the best proposal consistent with the criteria set forth in Section IV of this request for proposals (RFP) and shall negotiate a contract with the selected proposer. The final report shall be submitted to the Library within four months of the effective date of the contract. An interim progress report shall be submitted to the Library two months from the effective date of the contract.

The goals and objectives of the report shall be to:

1. provide an objective, empirical assessment of how the New Main Library is performing;
2. identify problems with the library facility and propose solutions to those problems;
3. prioritize recommended changes and improvements so that the library may deliver the highest level of service to the largest number of patrons, or those most critically affected by a particular issue;
4. provide information about the cost of any proposed changes, as well as a cost benefit analysis to assist the library in prioritizing improvements;
5. provide the library with objective information about the strengths and weaknesses of the library facilities so that the library building can better meet the needs of the public and library staff;
6. contribute to the published literature on library design guidelines in order to help San Francisco as well as other cities when they plan new libraries.

## II. SCOPE OF WORK

The successful proposer, (the contractor), shall produce a final written report which evaluates the effectiveness of the Main Library and addresses the issues set forth below.

### A. ISSUES TO BE ADDRESSED

#### 1. Use of Library Facilities

The contractor shall evaluate all aspects that affect the public, both inside and outside the building including but not limited to the following:

- (a) The sufficiency and availability of facilities, kinds of services, ease of use, length of lines, shelving time and to what extent current facilities and services meet the expectations of library users and staff.
- (b) The adequacy of the way-finding and directional sign systems throughout the building, including but not limited to directions to elevators and telephones, location of directories and kiosks, location and presentation of individual floor plans, sign holders, outdoor ventrines, and Braille signs.
- (c) The use, availability, and ergonomic functioning of computer equipment.
- (d) The adequacy of all employee workspaces (seating, desks, tables, countertops, storage and shelving, book carts) in each of the 17 staff divisions, including but not limited to space, lighting, uv protection, ventilation, noise, privacy, ergonomic function, computer function, and electrical outlets.
- (e) The adequacy of frequently used equipment and facilities such as Internet access computers, video view areas, and bathrooms.

#### 2. Design

The contractor shall evaluate all aspects of building design that affect both users and the staff, including but not limited to the following:

- (a) whether or not the Koret auditorium can accommodate more or different activities (plays, musical performances) than the lectures for which it was designed;
- (b) the safety of the stairs, especially at entrance gates;
- (c) the maintenance needed to protect artwork;
- (d) the availability of public lockers;
- (e) the security and maintenance of public toilets;
- (f) the adequacy of the public address system;

- (g) the durability of public exterior pavers and grates;
- (h) the adequacy of the sorting room, book return system, especially the conveyor belt and book chute, and including box drop location and design, noise levels, sufficiency of light, adequacy of space, and proper location of the sorting room;
- (i) the adequacy and durability of wall, floor, and ceiling coverings and finishes throughout the building, including but not limited to compact storage areas;
- (j) the adequacy of audiovisual/ media production, including the assistive listening sound system, regular sound system, Audio Visual infrastructure of the Koret, the Latino/Hispanic Room and creativity center, municipal cablecasting potential, tape storage, and evaluation of the noise levels;
- (k) the adequacy of kitchens, including stoves;
- (l) the adequacy of staff restrooms including number, security, ventilation, and shower safety;
- (m) the adequacy of the acoustic environment throughout, noise levels in different parts of the building , particularly addressing mitigating or masking noise from the atrium;
- (n) the adequacy of the thermal environment and temperature control;
- (o) the risks posed by electromagnetic fields (EMF) at each source (computer terminals and exit book detector) and cumulatively throughout the building;
- (p) the adequacy of the furniture, its ergonomic performance, including counter height, durability, maintenance costs and problems in public areas and staff (back of house) areas;
- (q) the adequacy of door functions including absence of door stops, appropriateness of magnetic door stops, how damaged wall plaster can be repaired, assess how to handle door repair/ replacement wherever chipped or damaged, need for windows;
- (r) the adequacy of the loading dock and the compactor's functionality;
- (s) the adequacy of safety and security features such as handrails, security gates at entrances, paging desks, as well as security levels of building areas such as entrance areas, and Brooks Hall's driveway;
- (t) the adequacy of fire safety equipment throughout the building; and
- (u) the adequacy of window treatments and address the need for UV filters in the Skylight Galley.

### **3. Maintenance & Operations**

The contractor shall evaluate the adequacy of building operations, including but not limited to the following:

- (a) How and where the building fulfills or falls short of fulfilling the design criteria proposed by Library when seeking an architect for the New Main Library regarding amount of space for shelving existing and new collections, storage and supply rooms, furniture, activities, flexibility, work flow, supervising sight lines, etc.;
- (b) the level of maintenance needed to maintain the equipment, the furniture, and the building, and establish the life cycle of each so that it can be built into the library budget;
- (c) the maintenance and cleaning requirements for cleaning inside and outside windows and skylights;
- (d) identify water infiltration problems;
- (e) the effectiveness of automatic shades; and
- (f) the adequacy of wiring in all public and staff areas and equipment tables.

### **4. Potential uses for Brooks Hall**

The contractor shall identify what design, construction, and other work would be necessary for Brooks Hall to be used to augment and supplement library functions in the Main Library and possible staff and public use of Brooks Hall.

### **5. Building energy efficiency**

The contractor shall evaluate energy efficiency in the facility, including operating performance of the building envelope, lighting, heating, ventilation, and air conditioning (HVAC) systems and building automation systems.

## **B. METHODOLOGY**

The contractor shall address the issues listed in Part II A above by using methods set forth below.

### **1. Public opinion surveys**

The contractor shall survey a representative sample of 300 individuals drawn from the general population of San Francisco in order to identify issues, problems, and interest in services at the Main Library in the community. This sample is to include only those who have visited the Main Library at least once.

## **2. Focus group interviews**

The contractor shall conduct staff focus group interviews with representatives from the 47 divisions housed in the New Main Library listed below for the purpose of identifying staff views concerning the issues, successes, and problems in providing services at the Main Library

|                                      |                        |                             |
|--------------------------------------|------------------------|-----------------------------|
| book arts/special collections        | finance                | technical services          |
| operations and facilities            | supply room            | interlibrary loan           |
| community relations                  | magazines & newspapers | friends for life            |
| personnel office                     | chief of branches      | project read                |
| communications center/City watch     |                        | acquisitions                |
| volunteer services                   | periodical processing  | automation                  |
| borrower services                    | general collection     | business/technology         |
| OCYS                                 | custodial              | main library administration |
| library commission                   | children's center      | international languages     |
| engineering                          | audio visual center    | security                    |
| library for the blind/print disabled |                        | materials selection         |
| catalog department                   | preservation           | community databases         |
| art/music                            | deaf/hearing impaired  | environmental center        |
| learning differences                 | extension services     | branch room                 |
| government information               | history center         | friends of the library      |
| teen center                          | gay & lesbian center   | library foundation          |
| information services                 |                        |                             |

Additionally, the contractor shall conduct focus group interviews with, the café owners, cafe employees, users of the cafe, the affinity groups, and other Library visitors

## **3. Observation and Measurement**

The contractor shall observe daily library operations and review relevant records and documents in conducting its evaluation. The Library will make records available as needed.

## **4. Building energy assessment**

The contractor shall conduct a building energy assessment. As part of this assessment the contractor shall:

- (a) inspect glazing, thermal insulation and other architectural features which effect building energy use;
- (b) inspect lighting fixtures and test lighting controls;
- (c) inspect and test heating, ventilation, and air conditioning (HVAC) systems;

- (d) inspect and test building automation systems (BAS). This may involve downloading energy performance data including trend logs and monitoring primarily energy equipment (chillers, boilers) to verify energy operating performance;
- (e) review facility energy utility billing history;
- (f) review design engineering data to evaluate the capacity of building systems and equipment with respect to actual (historical) occupancy patterns;
- (g) review design and operation of building systems and equipment with respect to building codes and regulations; i.e., Title 24 Nonresidential Energy Standards, ASHRAE 90.1, ASHRAE 62-91, UMC, UEC; and
- (f) depending upon the findings above, the contractor shall develop a computer model of the building's energy performance to compare against Title 24, ASHRAE 90.1, etc;

## C. FINAL REPORT

The contractor's final written report to the Library shall include the following information.

1. The contractor's final written report to the Library shall include a summary description of the strengths and weaknesses of the Main Library regarding:
  - (a) use of library facilities;
  - (b) building design issues;
  - (c) maintenance and operations;
  - (d) potential uses for Brooks Hall; and
  - (e) building energy efficiency.
2. The contractor's final written report to the Library shall include a prioritized list of proposed changes in relation to cost, type of change, whether physical or functional. This list should identify and group changes in terms of "highest priority", "mid-level priority", and "low priority".
3. The contractor's final written report to the Library shall include a prioritized list of recommendations, including relative costs of such recommendations, for reducing energy required for existing building systems, improvements possible with new control or operating strategies, and potential future upgrades to existing equipment.

### **III. SUBMISSION REQUIREMENTS**

#### **A. Time and Place for Submission of Proposals**

Proposals must be received by 5:00 p.m., on November 2, 1998. Proposals may be delivered in person and left with Office of the City Librarian, Main Library 6<sup>th</sup> Floor San Francisco, CA 94102 or mailed to:

**San Francisco Public Library  
Office of the City Librarian  
Main Library, 6<sup>th</sup> Floor  
100 Larkin Street  
San Francisco, CA 94102**

Proposers shall submit Ten (10) copies in a sealed envelope clearly marked Post Occupancy Evaluation-San Francisco Main Public Library. Proposals which are submitted by fax will not be accepted.

#### **B. Format and Content of Proposals**

Firms interested in responding to this Request for proposals (RFP) must submit the following information, in the order specified below:

##### **1. Introduction and Executive Summary**

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

##### **2. Project Approach**

Describe the services and activities that your firm proposes to provide to the City. Include the following information:

- (a) Overall scope of work tasks;
- (b) a schedule and ability to complete the project within the City's required time frame; and
- (c) assignment of work within your firm's work team.

### **3. Firm Qualifications**

Provide information on your firm's background and qualifications which addresses the following:

- (a) name, address, and telephone number of a contact person; and
- (b) a brief description of your firm, as well as how any joint venture or association would be structured listing all subcontractors with the work they shall perform; and
- (c) a description of projects similar in size and scope involving public opinion surveys, focus group interviews, primary and document research, physical and functional evaluation of a similar scale public building, and evaluation of construction and non-construction problem mitigation costs prepared by your firm or proposer team firms including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or subconsultants are proposed provide the above information for each.

### **4. Team Qualifications**

- (a) Provide a list identifying: (i) each key person on the project team, (ii) the project manager, (iii) the role each will play in the project, and (iv) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.
- (b) Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

### **5. Writing Sample**

Provide a writing sample regarding a similar project or other professional study, or a similar scale report to a client.

### **6. References**

Provide references for the lead consulting firm, lead project manager, and all subconsultants, including the name, address and telephone number of three or more recent clients (preferably other public agencies).

## 7. Fee Proposal

The City intends to award this contract to the proposer that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Please provide a fee proposal that includes the following:

- (a) Total fee for each of the disciplines identified in the Scope of Work with a not to exceed figure; and
- (b) Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary.

**All fee proposals shall be submitted in a separate sealed envelope to be opened following the selection of the highest ranked proposer and fee proposals shall be considered for negotiation purposes only.**

## IV. EVALUATION AND SELECTION CRITERIA

### A. Minimum Qualifications

The consultants or any sub-consultants are expected to have qualifications and expertise to perform the tasks and develop products as specified below. The firm or team selected shall be headed by a licensed architect with experience in post-occupancy evaluation or similar professional evaluation of a comparable public building or institution to coordinate a team of sub-consultants on the project.

Each firm or team submitting a proposal must demonstrate evidence of the following minimum qualifications:

1. conducted a minimum of two (2) public opinion surveys having a minimum of 300 respondents;
2. conducted at least two (2) focus group interviews with a minimum of 200 staff and users;
3. conducted at least three (3) Research and evaluation projects requiring multi-disciplinary expertise and experience addressing physical and functional issues;
4. performed at least three (3) building energy assessments for a similar scale public building; and
5. performed at least three (3) cost estimates of construction and non-construction costs for a similar scale public building.

## **B. Selection Criteria**

The proposals will be evaluated in a two phase process by a selection committee comprised of City staff and non-City parties with expertise in library building design, construction, and systems operation. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. All writing samples or submitted written reports will be evaluated for clarity and preciseness. Up to **three (3)** of the firms with the highest scoring proposals at phase one be interviewed by the committee in phase two to make the final selection.

### **PHASE ONE- Written Proposals (100 points)**

#### **1. Project Approach (30 points)**

- (a) Understanding of the project and the tasks to be performed, etc.
- (b) Reasonableness of work schedule.

#### **2. Assigned Project Staff (35 points)**

- (a) Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person; and
- (b) Professional qualifications and education; and
- (c) Workload, staff availability and accessibility.

#### **3. Experience of Firm and Sub-consultants (35 points)**

- (a) Expertise of the firm and sub-consultants in the fields necessary to complete the tasks; and
- (b) Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and
- (c) Experience with similar projects; and
- (d) Strength of writing sample.

References may be checked to confirm the information presented regarding 3 (a), (b), and (c), above

## PHASE TWO - Oral interview

### 1. Oral Interview (100 points)

Following the evaluation of the written proposals, up to **three (3)** proposers receiving the highest scores ("finalists") will be invited to an oral interview. The interview will consist of standard questions asked of each of the finalists and clarification questions regarding each individual proposal. Principles will be required to participate in any oral presentation.

The oral presentations will be evaluated according to:

- (a) clarity and organization of responses (25 points);
- (b) demonstration of clear understanding of the issues to be addressed by the study (25 points);
- (c) understanding of the required methodology (25 points); and
- (d) the strength of the presentation as a team (25 points).

Negotiations will be held with the highest ranking firm, (the firm receiving highest total points on the 200 point scale, plus preferences) for a contract to conduct the post occupancy evaluation of the Main Library.

## V. SCHEDULE

### A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on **August 31, 1998** at 10 AM to be held at the City Librarian's Conference Room, Main Library, 6<sup>th</sup> Floor 100 Larkin Street San Francisco, CA 94102. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact **Michael Housh, Library Commission Secretary** at (415) 557-4233.

The City will keep a record of all parties who request and receive copies of the RFP. Any requests for information concerning the RFP whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from the Public Library.

Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted after **September 14, 1998**.

## B. Schedule

The anticipated schedule for selecting a consultant is shown below:

| <u>Proposal Phase</u>  | <u>Date</u>        |
|--|--------------------|
| RFP is advertised and issued by the City                                   | August 14, 1998    |
| Pre-proposal conference  | August 31, 1998    |
| Deadline for submission of written questions or requests for clarification | September 15, 1998 |
| Proposals due  | November 2, 1998   |
| Oral interview with the three firms selected for further consideration     | December 1, 1998   |
| Selection of a proposer  | January 5, 1999    |

## C. Contract Award

The Public Library Commission will select a proposer with whom Public Library staff shall commence contract negotiations. If a satisfactory contract cannot be negotiated in a reasonable time the Public Library Commission in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

## **VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

### **A. Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### **B. Inquiries Regarding RFP**

Inquiries regarding the RFP other than inquiries at the pre-proposal conference, and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

**San Francisco Public Library Commission  
Main Library, 6<sup>th</sup> Floor  
100 Larkin Street  
San Francisco, CA 94102**

### **C. Addenda to RFP**

The Department may modify the RFP, prior to the proposal due date, by issuing written addenda. Addenda will be sent via regular, first class U.S. mail to the last known business address of each firm listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer call the Department before submitting its proposal to determine if the proposer has received all addenda.

### **D. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### **E. Revision of Proposal**

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

#### **F. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the Request For Proposals, RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

#### **G. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

#### **H. Proposer's Obligations Under the Campaign Reform Ordinance**

Proposers must comply with Section 16.510-2 of the San Francisco Administrative Code, which states:

No person who contracts with the City and County of San Francisco, for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and either the completion of, or the termination of, negotiations for such contract.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- the officer's re-election campaign;
- a candidate for that officer's office; or
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Persons who knowingly or willfully violate section 16.510-2 are subject to a fine of up to \$500 and a jail term of six months, or both. (San Francisco Administrative Code Section 16.515(a)). Persons who negligently violate section 16.510-2 are subject to a civil penalty of up to \$500. (San Francisco Administrative Code Section 16.515(b)).

For further information, proposers should contact the San Francisco Ethics Commission at (415) 554-9510.

## **I. Sunshine Ordinance**

In accordance with San Francisco Administrative Code Section 67.24(e), contractors' bids, responses to Requests For Proposal's and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

## **J. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive any defect or informality in any response, proposal, or proposal procedure;
2. reject any or all proposals;
3. reissue a Request for Proposals;
4. procure any service by any other means;
5. extend deadlines for accepting responses, or accept amendments to responses after expiration of deadlines; or
6. determine that no project will be pursued.

## VII. CONTRACT REQUIREMENTS

### A. Chapter 12B and 12C: Nondiscrimination in Employment and Benefits

Chapter 12B and 12C of the San Francisco Administrative Code are incorporated by reference as though fully set forth herein. Chapters 12B and 12C prohibit discrimination by City contractors in employment, the use of property and the provision of employee benefits.

Please refer to Appendix B regarding the Affirmative Action Program mandated by Chapter 12B of the San Francisco Administrative Code.

The successful proposer must agree to abide by the following standard contract provisions regarding Chapters 12B and 12C:

#### **Nondiscrimination; Penalties**

(a) **Contractor Shall Not Discriminate.** In the performance of this contract, Contractor agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor.

(b) **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-12B.2(k) and 12C.3 of the San Francisco Administrative Code, and shall require all subcontractors to comply such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations within the United States, discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Nondiscrimination in Contracts and Benefits" form and secure the approval of the form by the San Francisco Human Rights Commission.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under Chapters 12B and 12C of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands

that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

## B. Chapter 12D Requirements

S.F. Administrative Code Chapter 12D, as amended, is hereby incorporated by reference as though fully set forth. Chapter 12D is intended to increase the opportunities for Minority-owned Businesses, Women-owned Businesses, and Local Businesses to compete and participate successfully in the purchasing and contracting activities of the City.

### 1. MBE, WBE and LBE Participation

The City strongly encourages proposals from qualified Minority Business Enterprise, MBEs, Women Business Enterprise, WBEs and local Business Enterprise, LBEs. Pursuant to Chapter 12D, the following rating preference will be in effect for the award of this project. The rating preference applies at each phase of the selection process. The application of the rating preference is as follows:

- (a) A five percent (5%) preference to:
  - A local business (LBE); or
    - A joint venture with a local MBE or local WBE whether participation equals or exceeds 35 percent, but is under 40 percent; or
      - Where a joint venture is composed of only local businesses with no local MBE or WBE participation or where the local MBE or local WBE participation is less than 35 percent.
- (b) A seven and one-half percent (7.5%) preference to:
  - A joint venture with local MBE and WBE participation which equals or exceeds 40 percent, but is less than 51 percent.
- (c) A ten percent (10%) preference to:
  - A local MBE or local WBE; or
    - A joint venture with local MBE or local WBE participation which equals or exceeds 51 percent.

### 2. Procedures for Applying for Rating Preference

- a. All proposals submitted must include Human Rights Commission (HRC) Form 1 (included in the appendix A) whether or not a rating preference is applied for.
- b. HRC Forms 2A and 2B, 3, 4, 5A, and 5B (also included in Appendix A) are to be submitted with the proposal. If these forms are not returned with the proposal, the proposal may be determined to be nonresponsive and rejected.
- c. HRC Schedule A or Schedule L must be submitted if directly to HRC if applicable.

If you have any questions concerning the HRC Forms, you may call the Human Rights Commission Contract Compliance Officer, Bayard Fong, at 252-2521. The forms will be reviewed and approved by HRC prior to the interviews.

### **3. MBE/WBE Sub-consultant Participation Goals**

The Minority Business Enterprise, ("MBE") sub-consulting participation goal for this contract is **24 %** and the Women Business Enterprise, ("WBE") goal is **10%** of the contract amount.

Proposals which fail to comply with all the material requirements of the affirmative action provisions of this RFP, as set forth in HRC Attachment 2, will be deemed non-responsive and will be rejected. Sub-consulting goals can only be met with HRC certified Minority Business Enterprise, MBE's and/or Women Business Enterprise, WBE's located in San Francisco.

### **4. Good Faith Efforts to Meet the MBE/WBE Sub-consultant Participation Goals**

Any proposal that fails to meet the specified Minority Business Enterprise, MBE and Women Business Enterprise, WBE percentage goals will be considered nonresponsive and shall be rejected unless compelling documentation is submitted demonstrating good faith efforts and clearly setting forth why the goals cannot be met.

a. Proposers shall:

1. Demonstrate in their proposal that they have used good faith efforts to utilize HRC certified Minority Business Enterprise, MBE and Women Business Enterprise, WBE Sub-consultants. Demonstrate each of the good faith efforts as described in (1-9) must be in writing and must be submitted with the proposal on the due date.

2. Identify the particular MBEs and WBEs Sub-consultants to be utilized in performing the contract, specifying each dollar value of the participation, the type of work to be performed and such information as may reasonably be required to determine the responsiveness of the proposal.

b. "Good Faith Efforts" when required of a prime architectural firm or engineering consultant or A/E related professional services provider shall mean steps taken to comply with the goals and requirements imposed by the City for participation by minority or women owned business enterprises as sub-consultants, and shall include the following:

1. Attending any pre-proposal meeting scheduled by the city to inform all proposers of the minority and women business enterprise program requirements for the project for which the contract will be awarded.

2. Identifying and selecting specific items of the project for which the subcontract will be awarded to be performed by minority or women business enterprises to provide an opportunity for participation by those enterprises
3. Proposal, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the City for minority or women business enterprises that are interested in participating in the project. This paragraph applies only if the City gave public notice of the project not less than 15 calendar days prior to the due date for proposals.
4. Providing written notice of the prime's interest in proposals from Minority and Women Business Enterprises not less than 10 calendar days prior to the due date for proposals. The number of Minority and Women firms required to be notified shall be those listed in the HRC Certified Directory for that appropriate discipline. The City shall make available to the proposer not less than 15 calendar days prior to the date for proposal a list or source of lists of enterprises certified by the Director as minority or women business enterprises.
5. Following up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the project.
6. Providing interested minority or women business enterprises with information about the scope of the work for selected sub-consulting work.
7. Negotiating in good faith with the minority or women business enterprises, and not unjustifiably rejecting as unsatisfactory bids prepared by any minority or women business enterprises, as determined by the City.
8. Where applicable, advising and making efforts to assist interested minority and women business enterprises in obtaining professional liability insurance required by the City or the prime consultant.
9. Making efforts to obtain the minority and women business enterprise participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

### C. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix C. Failure to timely execute the contract, or to furnish any and all certificates, bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

In addition the successful proposer will be required to execute the following City forms:

1. **San Francisco Business Tax Requirements.** The successful proposer must have a San Francisco Businesses Tax Certificate. Businesses not already having this certificate must apply for a certificate and pay the \$200 registration fee in order to be awarded this contract. (See Appendix D).
2. **Chapter 12B Declaration.** The successful proposer must submit the "Chapter 12B: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) contained in Appendix B and have the form approved by HRC prior to being awarded the contract. Two other forms are included in Appendix B: "Reasonable Measures Affidavit" (form HRC-12B-102); and "Substantial Compliance Authorization Form" (form HRC-12B-103). Proposers should execute and submit these forms if, in accordance with the forms' instructions, it is appropriate to do so.
3. **Tropical Hardwoods/Virgin Redwood Ban.** Any proposal submitted in response to this Request for Proposals which calls for the use of any tropical hardwood or tropical hardwood product, virgin redwood or virgin redwood product, as defined in San Francisco Administrative Code Chapter 12I, shall be deemed non-responsive.



Marivic S. Bamba  
Executive Director

Office of Minority/Women Business Enterprise  
Office of Contract Compliance  
Office of Dispute Resolution

June 13, 1994 (final)

**HRC ATTACHMENT 2**  
**HUMAN RIGHTS COMMISSION REQUIREMENTS**  
**For Architecture and Engineering Consulting Contracts**  
**(for contracts \$10,000 and over)**

**PART 1 GENERAL**

**1.01 PURPOSE**

**A.** To be eligible for award of this contract, each proposer must agree to comply with the following affirmative action requirements authorized by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 12D (where applicable) and their implementing Rules and Regulations.

**B.** Chapters 12B and 12D of the San Francisco Administrative Code and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any proposer to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 12D and their implementing Rules and Regulations are available upon request at the Human Rights Commission office: 25 Van Ness Ave., Suite 800, San Francisco, CA 94102, Phone (415) 252-2500.

**C.** Questions Regarding Attachment 2 and the accompanying forms for Architecture and Engineering Consulting Contracts should be directed to:

Bayard Fong  
Contract Compliance Officer - 252-2521

(415) 252-2500

25 Van Ness Avenue Ste. 800  
FAX (415) 431-5764 TDD (415) 252-2550

San Francisco, CA 94102-6033



## 1.02 SUBMISSION OF FORMS

### A. Forms that must be submitted with the proposal:

1. HRC Form 1: Ratings Preference Application
  - a. This form must be submitted by all proposers, including joint ventures, that wish to benefit from the MBE/WBE/LBE ratings preference. If this form is not completed and returned with the proposal, the business submitting the proposal may not receive the ratings preference.
  - b. Proposers are requested to complete all statistical information whether or not a ratings preference is claimed.
  - c. For contracts over \$10 million, please complete all information for statistical purposes only.
2. HRC Forms 2A and 2B: MBE/WBE Sub consultant Participation Forms
  - a. These forms must be completed and submitted with the proposal or the proposal may be deemed non responsive and rejected. The proposer is to list all sub consultants including lower tier sub consultants.
  - b. Contract awarding authorities are to indicate on Form 2A whether or not the contract is funded in whole or in part by the S.F. County Transportation Authority prior to Attachment 2 being distributed to proposers.
  - c. Sub consulting goals can only be met with HRC certified MBEs and/or WBEs located in San Francisco.
3. HRC Form 3: Compliance Affidavit: The Compliance Affidavit must be signed under penalty of perjury under the laws of the State of California
4. HRC Form 4: Joint Venture Participation Schedule: This form must be completed and submitted to the HRC office by the proposer if it is claiming a ratings preference based on M/WBE joint venture participation in a joint venture, or if claiming joint venture participation on a Set Aside. Additional documentation relating to the Joint Venture cannot be submitted after the deadline unless such documentation is requested in writing by the HRC.
5. HRC Forms 5A and B: Employment Information  
Prime consultants must complete Form 5A: Project Information and Form 5B: Workforce Information and must complete Form 5B for the entire workforce in the offices that will be performing this contract. A completed copy of Form 5B must be submitted to the HRC office by the consultant for itself [including one

form for each joint venture partner] and also for each sub consultant whose contract amount is \$10,000 or more. Prime and sub consultants are required to sign Form 5B under penalty of perjury.

**B. Forms to be submitted on or before Proposal Due Date:**

**NOTE:** These schedules need not be submitted by an MBE/WBE/LBE which is already certified by HRC.

**1. Schedule A: MBE/WBE Certification Application**

- a. This schedule must be submitted by the proposer for itself and its joint venture partners if an MBE/WBE/LBE bid preference has been claimed. Failure to comply may result in ineligibility for the ratings preference.
- b. Sub consultants which are being utilized toward meeting the M/WBE goal must also submit this schedule.

Proposers are strongly encouraged to apply for certification prior to proposal due date. Copies of the Certification Application can be obtained by calling the HRC office at (415) 252-2500.

**2. Schedule L: LBE Certification Application**

This schedule must be submitted by the proposer for itself and its joint venture partners if an LBE ratings preference has been claimed. Failure to comply may result in ineligibility for the ratings preference.

Proposers are strongly encouraged to apply for certification prior to proposal due date. Copies of the Certification Application can be obtained by calling the HRC office at (415) 252-2500.

**NOTE:** For negotiated contracts, the schedule for the submission of forms will be established by the HRC in conjunction with the awarding department on a case-by-case basis.

## **1.03 CONTRACT PERFORMANCE REPORTS**

**A. The HRC Workforce Information Report:** Information on the consultant's workforce, hires, promotions, terminations, and training during the preceding six months must be submitted by June 30 and December 31 each year of the contract by the prime consultant and all sub consultants with contracts of \$10,000 or more. Consultants that are already submitting this information to HRC in relation to another project need not submit this form.

B. **Joint Venture Exit Report:** Information on M/WBE participation in joint ventures or associations must be completed by all consultants that claimed an M/WBE joint venture ratings preference at the time of the submittal of their Proposal and/or Qualifications. The report must be returned to HRC prior to final payment by the City. The report must include invoices by all joint venture partners to the joint venture; invoices of the joint venture to the City; and in-house project records showing the allocation of staff and resources to the project.

**NOTE:** Additional supporting documents may be required for both reports.

#### 1.04 DEFINITIONS

A. **"Economically Disadvantaged Business":** To qualify as an economically disadvantaged business, the firm's average gross annual receipts in the last three fiscal years immediately preceding its application for certification must not exceed the following:

|  |       |               |
|--|-------|---------------|
| CONSTRUCTION                                 | ————— | \$ 14 million |
| GOODS/MATERIALS & GENERAL SERVICES SUPPLIERS | ————— | \$ 2 million  |
| (includes Security Services)                 |       |               |
| PROFESSIONAL SERVICES                        | ————— | \$ 2 million  |

B. **"Local Business Enterprise" (LBE):** An eligible LBE shall meet the following criteria:

1. An eligible LBE shall mean an economically disadvantaged business which is an independent and continuing business for profit.
2. The LBE must possess or have applied for a current Business Tax Registration Certificate at the time of application for certification as a local business.
3. The LBE must have fixed offices or distribution points located within the geographic boundaries of the City and County of San Francisco and be listed in the Permits and License Tax Paid File with a San Francisco Street address. Post Office box numbers or residential addresses shall not suffice to establish status as a local business.
4. The LBE's San Francisco office must be a fixed and established place where work is carried on of a clerical, administrative, professional or production nature directly pertinent to the business being certified. A temporary location or movable property or one that was established to oversee a project such as a construction project office does not qualify as an office under this Ordinance.
5. The LBE must establish that business is transacted in the San Francisco office and that the office is appropriately equipped for the type of business for which certification as an LBE is sought.

6. The business must possess the following citing the San Francisco street address:
  - a. past contracts
  - b. listing in an appropriate buyer's guide such as the telephone yellow pages;
  - c. business license or receipt of payroll tax paid if applicable;
  - d. business cards;
  - e. stationery;
  - f. lease or other written agreement for occupancy of the San Francisco office;
  - g. telephone bill.
7. The LBE's San Francisco office must conspicuously display a sign at the premises identifying the business as being located at this address.
8. The LBE must establish that it has been located and doing business in San Francisco for at least six months preceding its application for certification as a local business.
9. A business requesting to be certified as an LBE shall supply HRC with all such additional information as the HRC may deem relevant to make a determination of such status.

C. Minority shall mean members of the following racial and ethnic groups:

**"ASIAN"** - defined as persons of Chinese, Japanese, Korean, Pacific Islander, Samoan, Filipino, Asian-Indian or Southeast Asian origins.

**"BLACK"** - defined as persons having origins in any of the Black racial groups of Africa or the Caribbean.

**"LATINO"** - defined as persons of Mexican, Puerto Rican, Cuban, Central American or South American origin (European Spanish, Portuguese and Brazilian are not included).

D. Minority Business Enterprise (MBE):

1. An MBE shall mean an independent economically disadvantaged, local business for profit which is owned and controlled on a day-to-day basis by one or more minority persons residing in the United States and its territories.

2. Minories must possess an ownership interest of 51% or more of the business. Ownership is not subject to the community property interest of a spouse if both spouses certify that:
  - a. only the minority spouse participates in the management of the business and the non-participating spouse relinquishes control over his/her community property interest in the business or
  - b. both spouses have bona-fide management and control of the business.
3. In determining whether or not a potential MBE is controlled by minorities, HRC will consider all relevant factors listed below that shall be disclosed by the MBE, including whether or not the minority owner:
  - a. is the President and/or chief executive officer of the firm and has legal control under the firm's by-laws if the firm is a corporation.
  - b. has a controlling number of votes on the Board of Directors if the firm is a corporation.
  - c. is the qualifier or license holder of the business.
  - d. has legal control of the daily operations and policy determinations under the partnership agreement if the firm is a partnership.
  - e. is the registered owner of the business in the case of sole proprietorships (e.g. on tax returns).
  - f. has management control of the business in such areas as marketing, estimating, supervision of field operations, personnel matters, financial matters and deciding which jobs the firm will take. In other words, the minority owners must control the firm's construction activities, sales operations, trucking operations or other principle product or service in addition to administrative matters.
  - g. has authority to sign checks on the firms bank accounts.
  - h. has equal or superior business and technical experience to other non-minority part owners of the business and contributes significantly to performance of the company's sales construction or other product or service.
4. A business requesting to be certified as an MBE shall supply HRC with all such additional information as the HRC may be deem relevant to make a determination of such status.

5. Additional criteria defining a bona-fide MBE are included in Chapter 12D and its implementing Rules and Regulations. Complete criteria are attached to the M/W/LBE application and may be obtained by calling the HRC office at 415-252-2500.

E. Person with a Disability

A person who has a physical or mental impairment which substantially limits one or more of such person's major life activities, has a record of such impairment, or is regarded as having such impairment.

F. Woman-Owned Business Enterprise (WBE):

A WBE shall meet the same conditions as described in D. above for MBE.

G. Woman/Minority Man Business Enterprise (W/MBE):

A W/MBE shall mean an economically disadvantaged local business which meets the definition of an MBE or WBE, except that the aggregate ownership interest of the woman and the minority man equals or exceeds 51% of the business.

H. Good Faith Efforts to Meet the MBE/WBE Sub consultant Participation Goals:

Any proposal that fails to meet the specified MBE and WBE percentage goals will be considered non-responsive and shall be rejected unless compelling documentation is submitted with HRC Form 2B setting forth why the goals cannot be met.

1. Proposers shall:

- a. demonstrate in their proposal that they have used good faith efforts to utilize HRC certified MBE and WBE sub consultants;
- b. identify the particular MBE and WBE sub consultants to be utilized in performing the contract, specifying for each the percentage of participation, the type of work to be performed and such information as may reasonably be required to determine the responsiveness of the proposal.

2. "Good Faith Efforts" when required of a prime architectural or engineering consultant or A/E-related professional services provider shall mean the steps undertaken to comply with the goals and requirements imposed by the City for participation by minority and women business enterprises as sub consultants, and shall include the following:

- a. Attending any pre-proposal meetings scheduled by the City to inform all proposers of the minority and women business enterprise program requirements for the project.

- b. Identifying and selecting specific items of the project to be performed by minority or women business enterprises to provide an opportunity for participation by those enterprises.
- c. Advertising, not less than 10 calendar days before the due date of the proposal, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the City for minority or women business enterprises that are interested in participating in the project. This paragraph applies only if the City gave public notice of the project not less than 15 calendar days prior to the due date for proposals.
- d. Providing written notice of his or her interest in receiving proposals on the contract to the number of minority or women business enterprises required to be notified by the project specifications not less than 10 calendar days prior to the due date for proposals. The City shall make available to the Proposer not less than 15 calendar days prior to the due date for proposals a list or a source of lists of enterprises which are certified by the Director as minority or women business enterprises.
- e. Following up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific tasks on the project.
- f. Providing interested minority and women business enterprises with information about the scope of work for the selected sub consulting work.
- g. Negotiating in good faith with the minority or women business enterprises, and not unjustifiably rejecting as unsatisfactory proposals prepared by any minority or women business enterprises, as determined by the City.
- h. Where applicable, advising and making efforts to assist interested minority and women business enterprises in obtaining professional liability insurance required by the City or the prime consultant.
- i. Making efforts to obtain minority and women business enterprise participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

#### I. Substitution, removal or contract modification of MBE/WBE:

No MBE/WBE sub consultant or other business listed on HRC Form 2A (MBE/WBE Sub consultant Participation) is to be substituted, removed from the contract or have its contract or other form of agreement modified in any way without prior HRC approval.

## 1.05 NON COMPLIANCE AND SANCTIONS

### A. Non-Compliance with Chapter 12D

A complaint of discrimination or non-compliance concerning M/WBE participation initiated by any party after contract award will be processed in accordance with Chapter 12D of the San Francisco Administrative Code and its implementing Rules and Regulations.

1. If the HRC Director determines that there is cause to believe that a consultant has failed to comply with any of these requirements, the HRC Director shall notify the contract awarding authority and attempt to resolve the non-compliance through conciliation.
2. If the non-compliance cannot be resolved, the HRC Director shall submit to the Human Rights Commission and the Consultant a written Finding of Non-Compliance. The Consultant shall be given an opportunity to appeal the Finding to the HRC through one of its Hearing Officers.
3. If the Human Rights Commission concurs with the Finding, it shall impose sanctions and take such other action as will effectuate the purposes of this Ordinance.

### B. Willful or Bad Faith Non-compliance

1. If the Director determines that there is any cause to believe that any proposer, consultant or sub consultant has failed to comply in good faith with any of these requirements of Chapter 12D, or contract provisions pertaining to MBE/WBE utilization, the Director is empowered to conduct an investigation and after affording the consultant notice and an opportunity to be heard, may impose sanctions for each violation. Such sanctions shall include but are not limited to:
  - a. If the proposer or consultant is an MBE, WBE or LBE or LBE, revoke that business' certification as MBE, WBE or LBE.
  - b. Declare the proposer or consultant non-responsive and ineligible to receive the award.
  - c. Declare the proposer or consultant an irresponsible bidder and disqualify the proposer or consultant from eligibility for providing goods or services to the City and County for a period of five years, with a right to review and reconsideration by the HRC after two years upon a showing of corrective action indicating violations are not likely to recur.

- d. Declare that the proposer or consultant has willfully failed to comply with the provisions of this Ordinance and impose whichever is greatest of the liquidated damages for which the proposer or consultant shall be liable as follows:
  - 1) An amount equal to the proposer's or consultant's net profit on the contract.
  - 2) Ten percent (10%) of the total amount of the contract.
  - 3) One thousand dollars(\$1,000).
- e. The proposer, consultant or sub consultant may appeal the HRC Director's decision to the Human Rights Commission through one of its Hearing Officers. The Commission may sustain, reverse or modify the Director's findings and sanctions imposed, or take such other action as will effectuate the purpose of this Ordinance.
- f. An appeal by a consultant to the Commission shall not stay the Director's Finding. The Director may require such reports, information and documentation from proposers, consultants, contract awarding authorities and the head of any Department, Division or Office of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 12D.

C. Procedure for the Collection of Penalties is as follows:

- 1. The Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the proposer or consultant that a determination of bad faith non-compliance has been made and that all payments due the proposer or consultant shall be withheld as agreed to by the proposer, consultant or sub consultant and the City and County.
- 2. The Director shall transmit to the Bureau of Delinquent Revenues a report of the determination of liability and ask the Bureau of Delinquent Revenues to coordinate efforts with the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.

## PART II RATINGS PREFERENCE

### .01 APPLICATION

A. Pursuant to Chapter 12D, the following ratings preferences will be in effect for the award of this contract. The preference applies at each phase, i.e., technical screening and oral interviews. After consultants have been scored at each of the phases, the ratings preference will be applied to the scores as follows:

B. Businesses that are eligible to apply for the MBE/WBE Ratings Preference:

Local economically disadvantaged Asian, Black, Latino, and Women-Owned Businesses are eligible to apply for an MBE/WBE ratings preference on A/E consulting contracts.

C. Businesses that are eligible to apply for the LBE Ratings Preference:

All economically disadvantaged local businesses are eligible to apply for the LBE ratings preference, independent of race or gender.

D. Application of the Ratings Preference:

1. 5% for all HRC certified economically disadvantaged LBE's.
2. 5% for each joint venture which composed of only economically disadvantaged local businesses with no local MBE or WBE prime participation or where the local MBE/WBE participation is less than 35%
3. 5% for each joint venture which includes at least 35% (but less than 40%) prime participation by certified local MBE's or WBE's.
4. 7-1/2% for each joint venture which includes at least 40% (but less than 51%) prime participation by certified local MBEs or WBEs.
5. 10% for each joint venture which includes at least 51% prime participation by certified local MBEs or WBEs.
6. 10% for each certified local prime MBE or WBE.
7. The ratings preference will be applied by adding 5%, 7-1/2%, or 10% (as applicable) to the score of each business eligible for a preference.

E. Preference not applicable:

1. Non-profit agencies are not eligible for ratings preferences.

2. Ratings preferences are not applicable to contracts awarded by private non-profit agencies, regardless of whether or not the government funding is involved, or whether or not the firms competing for contracts are for-profit businesses.

F. All references in the HRC Attachment and Forms to preferences for Local Business Enterprises are not applicable to Set Aside projects specified for single prime MBEs and WBEs or for MBE/WBE joint ventures.

## 2.02 JOINT VENTURES

- A. The MBE or WBE Joint Venture partner must be responsible for a clearly defined portion of the work to be performed. This portion must be set forth in detail separately from the work to be performed by the non-MBE or non-WBE JV partner.
  1. The MBE/WBE JV partner's work must be assigned a commercially reasonable dollar value of the prime work and use its own employees and equipment.
  2. The MBE/WBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV in direct proportion to its stated level of JV participation.
  3. The MBE/WBE JV partner must perform work that is commensurate with its experience.
  4. Joint venture partners share the prime consultant's work between them and jointly manage and administer the project.
  5. An association agreement must be executed detailing each associated member's responsibilities
- B. Legally, a prime association is the same as a joint venture or partnership. Upon selection for award of the contract, the prime association partners must meet the following requirements:
  1. A prime association must apply to the IRS for a new Federal ID. number for that entity.
  2. A new tax registration certificate must be obtained from the City Tax Collectors Office for that entity.
  3. Insurance certificates must be on file which specifically ensure the work of each associated member in the association and the association itself.

- C. The standard format was developed to enforce these requirements on architecture and engineering consulting contracts. MBE/WBE participation in the joint venture shall be calculated as a percentage of the work to be performed by the JV partners themselves - (rather than as a percentage of the total contract) in order to determine eligibility for the preference.
- D. The cost of the tasks to be performed by the MBE/WBE JV partners are to be calculated as a percentage of the work to be performed by the joint venture partners. The joint venture should deduct the amount of work to be performed by sub consultants from its total contract amount. This percentage is used to determine whether or not the joint venture is eligible for a rating preference.

**EXAMPLE:**

**DISTRIBUTION OF TASKS BETWEEN THE JV PARTNERS:**

| DESCRIPTION OF PRIME TASKS | TASK AS A PERCENTAGE OF ALL PRIME TASKS                     | % TASKS BY NON-MBE/WBE | % TASK BY MBE/WBE | %MBE/WBE PRIME CONSULTANT WORK |
|----------------------------|---|------------------------|-------------------|--------------------------------|
| TASK "A"                   | 5%  | 100%                   | 0%                | 0%                             |
| TASK "B"                   | 40%   | 55%                    | 45%               | 18%                            |
| TASK "C"                   | 25%   | 50%                    | 50%               | 12.5%                          |
| TASK "D"                   | 30%   | 60%                    | 40%               | 12%                            |
| TOTAL                      | % OF ALL JV PARTNER TASKS PERFORMED BY MBE/WBE JV PARTNERS: |                        |                   | 42.5%                          |

**PART III. EMPLOYMENT AFFIRMATIVE ACTION REQUIREMENTS AND NON-DISCRIMINATION PROVISIONS.**

**3.01 GENERAL**

- A. The provisions of this section shall constitute the consultant's and sub consultant's affirmative action in employment/nondiscrimination obligations required by Chapter 12B of the Administrative Code as a condition of contract award.

### **3.02 NONDISCRIMINATION PROVISIONS**

- A.** The consultant and sub consultant on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation or disability. This includes employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- B.** Consultants must be in good faith compliance with the provisions of Chapter 12D and of the HRC Affirmative Action Program on all other currently held City contracts prior to award of this contract. This provision is pursuant to Chapter 6.55 of the San Francisco Administrative Code which states in part:
  - 1.** Prior to the award of any City contract, the HRC shall review the contract to insure compliance with Chapter 12B.
  - 2.** If the HRC determines that a proposed consultant or sub consultant does not comply with the employment goals, the HRC shall notify the contract awarding authority.
  - 3.** If the non-compliance cannot be resolved, the HRC shall submit to the consultant and the contract awarding authority a written Finding of Non-compliance.
  - 4.** The HRC shall give the consultant an opportunity to appeal the Finding.
  - 5.** The HRC may stay the award of any contract that is the subject of an investigation by written notice to the contract awarding officer.

### **3.03 AFFIRMATIVE ACTION PROVISIONS**

#### **A. Key Personnel**

The Consultant team must make every good faith effort to utilize minorities, women, or persons with disabilities as key personnel on this project.

#### **B. Employment Goals for Minorities and Women**

The Employment goals listed below are based on the actual employment of minorities and women in Bay Area A&E firms submitting proposals to the City in 1979-1984 and 1980 Census Data.

| Professional Services                                    | HRC Employment Goals<br>for Minority<br>Participation | HRC Employment Goals<br>for Women<br>Participation |
|--|---|--|
| Professional Staff*<br>(at least a Bachelor's<br>degree) |   |  |
| Architects   | 20%   | 15%  |
| Landscape Architects                                     | 20%   | 15%  |
| Civil Engineers  | 30%   | 5%   |
| Structural Engineers                                     | 30%   | 5%   |
| Mechanical/Elec. Engineers                               | 25%   | 7%   |
| Geotechnical Engineers                                   | 25%   | 15%  |

**Technical Staff\***

(working in a technical field but without a bachelor's degree, e.g., drafters, lab aids, inspectors, etc.)

|                         |     |     |
|-------------------------|-----|-----|
| Drafters                | 40% | 25% |
| Engineering Technicians | 25% | 25% |

**Administrative Staff\***

(non-technical employees, e.g., clerical staff, accounting, business development, office management)

25% N/A

**Note:** For disciplines not listed here, please base goals on 1980 census data.

1) Identification of Areas of Under-Representation

Consultants not already working for the City and therefore not currently submitting workforce information to HRC must identify those areas of their workforce where minorities and women are under-represented by comparison with the HRC employment goals. For example, the goal for minority professionals in architectural firms is 20%. If you own an architectural firm, and only 10% of your professional staff is minority, you would identify this as an area of under-representation.

2) Correcting Areas of Under-Representation.

Consultants not currently submitting workforce information to HRC must establish goals for their firm that are designed to increase the employment of minorities and women (in areas where they have been identified as under-represented) to the level of HRC's employment goals.

## C. Training

- 1) The goals listed below are for hiring disadvantaged minorities, women, and disabled persons as on-the job trainees during this project. Trainees may be obtained through ESCMT, (832 Mission Street, San Francisco, CA 94103; Telephone number (415) 543-3383) or Jewish Vocational Services (JVS), 77 Geary Blvd., Suite 401, San Francisco, CA 94108 (391-3600) or other similar job-training or school work experience programs.

| Project Fees  |   | Number of Trainees |
|---------------|---|--------------------|
|               |   | To Be Hired        |
| \$ 0          | - | 99,999             |
| \$ 100,000    | - | 499,999            |
| \$ 500,000    | - | 899,999            |
| \$ 900,000    | - | 1,999,999          |
| \$ 2,000,000  | - | 4,999,999          |
| \$ 5,000,000  | - | 7,999,999          |
| \$ 8,000,000  | - | 10,999,999         |
| \$ 11,000,000 |   | 13,999,999         |
|               |   | 7                  |

**Note:** For every additional \$3 million in consultant fees add one additional trainee.

- 2) The trainee must be hired by the prime consultant or by any sub consultant on the project team.
- 3) If the consultant or any sub consultant on the project team currently employs a trainee, that trainee may be counted toward meeting the goal for this project. However, no trainee may be counted towards meeting more than one contract goal.
- 4) Training: The training agency and the consultant shall provide training, in conformance with the following outline, for each trainee hired.
  - a) A trainee must meet qualifications for enrollment similar or equal to the standards established and implemented by the Private Industry Council (PIC). The training agency will document that the candidate meets these standards and submit documentation to that effect to HRC staff for their review prior to the candidate's enrollment.

5) The training shall include at least two phases: **preparation** for entering the job and **on-the-job training**.

a) **Preparation:** ( to be provided by the training agency )

This shall include at least 480 hours of classroom instruction in a technical (A/E related) field. This curriculum shall respond specifically to the trainee's needs, recognizing any limitation in his/her experience and background.

Upon enrollment of an eligible candidate, the training agency will assess the student's learning needs in relation to the skills required by the A/E consultant. Training will be tailored to ensure entry level success for each training candidate. HRC will receive at least two interim progress reports from the training agency, which will monitor each individual's training using recognized testing and evaluation devices.

At least one week of this classroom time shall be spent presenting "survival skills" to the trainee, such as normal office procedures, punctuality, reliability, communication, concern for appearance, conflict resolution and career paths. The intention of this preparation is to enable the trainee to succeed on the job, regardless of his/her previous employment experience.

b) **On-the-Job Training:** ( to be provided by the consultant )

The consultant shall hire the trainee on a full-time basis for at least 12 months, offering him/her on-the-job training which allows the trainee to progress on a career path. The following shall be included in the on-the-job training:

- A training program designed specifically for the trainee. This program must be approved by all parties involved.
- A four-hour supervisory training session, attended by the trainee's supervisor, identifying problems which may arise during the training period, how to avoid them and how to resolve them.
- At least four one-hour counseling session with the trainee, conducted by a qualified counselor, addressing concerns of the trainee.
- A portion of the trainee's pay is reimbursable to the consultant by the Private Industry Council at the fixed rate of \$4 per hour for the first three months of employment, with a maximum pay reimbursement of \$2,000 per trainee.

- 6) The trainee commitment does not require that the trainee be used only on this project, but that the trainee can and should be used on other projects under contract to the A/E firm which are appropriate for the trainee's skill development.
- 7) A trainee is defined as a minority, woman or person with a disability who:
  - a) Will receive training in a technical (A&E related) field, e.g. drafting, inspection, etc. for a period of at least 12 months. Any change in the length of the training period must be negotiated with HRC on a case-by-case basis;
  - b) Has had not more than one year's continuous work experience in the United States in the last five years in an A&E related field; and
  - c) Does not have a United States Bachelor's degree in an A&E related discipline (unless the trainee is reentering the A&E job market after a substantial absence, e.g. for child rearing).

### **3.04 COMPLIANCE / NON-COMPLIANCE**

#### **A. Compliance**

1. The determination of whether a proposer has met the pre-award employment requirements will be made in all cases by the HRC Director. The Director's decision shall be final.
2. The HRC staff will inform the awarding department of the proposers which have met the requirements and are eligible to proceed on the contract.
3. Substitution of sub consultants - HRC must be informed and approve of any sub consultant which is replaced or added during performance of the contract. All new sub consultants with contracts of \$10,000 or more must submit HRC Form 5B (A & E) employment Information prior to award of the subcontract.

#### **B. Non-Compliance With Chapter 12B**

1. A complaint of discrimination or non-compliance in employment initiated by any party after contract award shall be processed in accordance with the HRC Rules of Procedure, adopted pursuant to Chapter 12B of the San Francisco Administrative Code.
2. A finding of non-compliance may result in imposition of appropriate sanctions, including the following:
  - a. There may be deducted from the amount payable to the consultant or sub consultant under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.
  - b. The contract may be canceled, terminated or suspended, in part by the contract awarding authority.
  - c. The consultant or sub consultant may be determined ineligible to perform work or supply products on any city contract for a period not to exceed two years.



## HRC FORM 1: ARCHITECTURE & ENGINEERING

### MBE/WBE/LBE Rating Preference Application

This form is to be completed and returned with the proposal. If you fail to do so, you may be denied the preference on this contract. The determination will be made by the HRC Director.

If you claim a preference you must sign Item 8 below.

1. Prime Contractor or Majority Joint Venture Partner.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
County: \_\_\_\_\_

2. Category Claimed: (check all boxes applicable)

[  ] MBE  
[  ] WBE  
[  ] LBE  
[  ] JV 5% (Joint Ventures Must Complete Reverse Side)  
[  ] JV 7-1/2% (Joint Ventures Must Complete Reverse Side)  
[  ] JV 10% (Joint Ventures Must Complete Reverse Side)  
[  ] No ratings preference applied for

3. Vendor Identification Number (if known): \_\_\_\_\_

4. Are you certified with the Human Rights Commission?

[  ] Yes [  ] No  
[  ] Pending: Application Submittal Date \_\_\_\_\_

5. Department to which Proposal Submitted: \_\_\_\_\_

6. Contract Number and Name: \_\_\_\_\_

**NOTE:** Joint Venture Bid Preferences will not be granted unless this portion is completed.

**Allocated Contract Percentage (%) must be filled in.**

|                                      | <b>Partner No. 1</b> | <b>Partner No. 2</b> |
|--------------------------------------|----------------------|----------------------|
| <b>Name</b>                          |                      |                      |
| <b>Address</b>                       |                      |                      |
| <b>City, State</b>                   |                      |                      |
| <b>Zip</b>                           |                      |                      |
| <b>Phone</b>                         |                      |                      |
| <b>Vendor ID#</b>                    |                      |                      |
| <b>Allocated Contract Percentage</b> | <b>%</b>             | <b>%</b>             |

|                                      | <b>Partner No. 3</b> | <b>Partner No. 4</b> |
|--------------------------------------|----------------------|----------------------|
| <b>Name</b>                          |                      |                      |
| <b>Address</b>                       |                      |                      |
| <b>City, State</b>                   |                      |                      |
| <b>Zip</b>                           |                      |                      |
| <b>Phone</b>                         |                      |                      |
| <b>Vendor ID#</b>                    |                      |                      |
| <b>Allocated Contract Percentage</b> | <b>%</b>             | <b>%</b>             |

8. Signature \_\_\_\_\_ Date: \_\_\_\_\_

Joint Venture \_\_\_\_\_ Date: \_\_\_\_\_  
Partner (If Applicable)

**HRC FORM 2A: ARCHITECTURE & ENGINEERING**  
**SECTION 1: Sub consultant Award Information**

This section is to be completed for all prime consultants, and for all modifications to these proposals/contracts. All prime consultants, individual joint venture partners, sub consultants and any other vendors participating in the project must be listed. However, participation by MBE or WBE prime consultants or joint venture partners are not to be counted towards meeting the sub consultant goals. Shaded areas are for HRC/departmental office use only. Information on San Francisco County Transportation funding is to be provided by the contract awarding authority prior to Attachment 2 being distributed to proposers.

|                  |   |                       |
|------------------|---|-----------------------|
| DEPT/SPC#        | PROPOSER (PRIME):   | GOAL (specify):       |
| NAME/PO#         | PROPOSAL AMOUNT: \$   | MBE GOAL:             |
| AWARD DATE       | PROJECT NAME OR DESCRIPTION:  | WBE GOAL:             |
| SELLER           | CONTACT PERSON:   | OTHER GOAL (specify): |
| ADDRESS          | PHONE:  |                       |
| EMERGENCY PERSON | 1. IF COUNTY TRANSPORTATION AGENCY FUNDED: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/><br>2. IF A DIRECT/20% CONTRACT |                       |

J/P/S: Indicate if consultant is Joint Venture Partner, Prime or Sub.

**TOTAL CLAIMED MBE AND WBE PARTICIPATION**

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above MBE/WBE sub consultants and sub consultant amounts as reflected in the proposal documents for this project:

|   |       |
|---|-------|
| Owner/Authorized Representative (Signature) | Date: |
| Owner/Authorized Representative (Print)     | Title |

|           |     |                 |
|-----------|-----|-----------------|
| FIRM NAME |     | PROJECT SPEC #: |
| ADDRESS:  |     | VENDOR #:       |
| CITY:     |     | ENTRANCE #:     |
| STATE:    | ZIP | INTERIOR USE:   |
| PHONE #:  | ( ) | EXTERIOR USE:   |
| SERVICE   |     | STRUCTURE:      |
| FIRM NAME |     | PROJECT SPEC #: |
| ADDRESS:  |     | VENDOR #:       |
| CITY:     |     | ENTRANCE #:     |
| STATE:    | ZIP | INTERIOR USE:   |
| PHONE #:  | ( ) | EXTERIOR USE:   |
| SERVICE   |     | STRUCTURE:      |
| FIRM NAME |     | PROJECT SPEC #: |
| ADDRESS:  |     | VENDOR #:       |
| CITY:     |     | ENTRANCE #:     |
| STATE:    | ZIP | INTERIOR USE:   |
| PHONE #:  | ( ) | EXTERIOR USE:   |
| SERVICE   |     | STRUCTURE:      |
| FIRM NAME |     | PROJECT SPEC #: |
| ADDRESS:  |     | VENDOR #:       |
| CITY:     |     | ENTRANCE #:     |
| STATE:    | ZIP | INTERIOR USE:   |
| PHONE #:  | ( ) | EXTERIOR USE:   |
| SERVICE   |     | STRUCTURE:      |
| FIRM NAME |     | PROJECT SPEC #: |
| ADDRESS:  |     | VENDOR #:       |
| CITY:     |     | ENTRANCE #:     |
| STATE:    | ZIP | INTERIOR USE:   |
| PHONE #:  | ( ) | EXTERIOR USE:   |
| SERVICE   |     | STRUCTURE:      |
| FIRM NAME |     | PROJECT SPEC #: |
| ADDRESS:  |     | VENDOR #:       |
| CITY:     |     | ENTRANCE #:     |
| STATE:    | ZIP | INTERIOR USE:   |
| PHONE #:  | ( ) | EXTERIOR USE:   |
| SERVICE   |     | STRUCTURE:      |

Shaded Areas For Office Use Only

**HRC FORM 2B: ARCHITECTURE & ENGINEERING**  
**MBE/WBE Information: Good Faith Efforts**

Proposer Name: \_\_\_\_\_

Assigned HRC staff: \_\_\_\_\_

Project Name: \_\_\_\_\_

If the required MBE/WBE sub consultant participation goals are not met this form must be completed and submitted along with compelling documentation detailing the good faith efforts made or the proposal shall be deemed non-responsive and rejected.

Even if the consultant's **MBE/WBE Sub consultant Participation Form** indicates the **MBE/WBE** goal will be met, proposers should submit the following information to protect their eligibility for the contract. This is important because the HRC may determine after analyzing a submittal that a consultant did not meet the goal because, for example, a sub consultant listed by the prime was not HRC certified. Consultants, therefore, should not rely on having submitted the **MBE/WBE Sub consultant Participation Form** because that form will not normally provide sufficient information to demonstrate that the consultant made good faith efforts. A proposer may not meet the **MBE/WBE** goal after the submittal is analyzed for various reasons, e.g., if the sub consultant submitted by the proposer was not certifiable on the due date for proposals.

Please submit the following information:

1. The names and dates on which all certified MBE/WBEs were solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the MBE/WBEs were interested.
2. Items of work for which the consultant requested MBE/WBE sub consultant services, the information furnished interested MBE/WBEs in the way of requirements for the work, and any breakdown of tasks into economically feasible units to facilitate MBE/WBEs participation. Where there are MBE/WBEs available for doing portions of the work normally performed by the consultant with his/her own staff, the consultant will be expected to make portions of such work available for MBE/WBEs.
3. The names of MBE/WBEs solicited for any of the work indicated above which were not accepted, a summary of the consultant's discussions and/or negotiations with them, the name of the sub consultant that was selected for that portion of the work, and the reasons for choosing that sub consultant.

HRC Form 2B – Page 1 of 3

Names of Rejected MBE/WBEs:

---

---

---

Summary of discussions and/or negotiations:

---

---

---

4. Describe the assistance that the consultant has extended to rejected MBE/WBEs identified above to remedy the deficiency in their proposals:  

---

---

---
5. If insurance liability is used as a reason for declaring any potential MBE or WBE non-responsive or non-responsible, provide a complete explanation, including:
  - a) Names and phone numbers of insurance firms contacted by the prime consultant and/or other involved parties.
  - b) Names and phone numbers of public assistance agencies contacted and their responses (for example, the U.S. Office of Small Business Administration - SBA).
6. Provide any additional data to demonstrate your good faith efforts, including contacts you made with MBE/WBE assistance agencies; minority and women community organizations; minority and women contractor groups; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises.  

---

---

**NOTE:** Appropriate documentation such as copies of newspaper ads, letters soliciting proposals and telephone logs are to accompany this form. Use additional sheets of paper if necessary for your responses.

**Signature of Consultant** \_\_\_\_\_

**Name of Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone#** \_\_\_\_\_

**Contract Name** \_\_\_\_\_

**Contract Spec.#** \_\_\_\_\_



**HRC FORM 3: ARCHITECTURE & ENGINEERING**  
**Compliance Affidavit**

This affidavit must be completed and signed under penalty of perjury under the laws of the State of California by the proposer,. The completed affidavits must be returned with the proposal or the proposal may be determined non-responsive and rejected.

1. I will ensure that my firm complies fully with the provisions of Chapter 12B of the San Francisco Administrative Code; Chapter 12D of the San Francisco Administrative Code and its implementing Rules and Regulations.
2. I acknowledge and am hereby advised that upon a finding of non-compliance with the provisions of Chapter 12B, the City is authorized to impose penalties and disqualification from providing goods and services to the City and County of San Francisco for a period not to exceed two years.
3. I acknowledge and am hereby advised that upon a finding of non-compliance with the provisions of Chapter 12D, the City is authorized to impose penalties which may include any of the following:
  - a) refusal to certify the award of a contract;
  - b) the suspension of a contract;
  - c) the withholding of funds;
  - d) the revision of a contract for material breach of contract;
  - e) disqualification of my firm from eligibility for providing goods and services to the City and County of San Francisco for a period not to exceed five years.
4. I acknowledge and am advised and hereby agree that if my firm fails to comply in good faith with the provisions of Chapter 12D, my firm shall be liable for liquidated damages for each violation in an amount equal to my firm's net profit on the contract, or 10% of the total amount of the contract or \$1,000, whichever is the greatest. The amount of liquidated damages imposed will be determined by the Director of the HRC after investigation pursuant to Chapter 12D. 14C.
5. I acknowledge and agree that any liquidated damages assessed against me by the Director of the HRC shall be payable to the City and County upon demand. I further acknowledge and agree that any liquidated damages assessed may be withheld from any monies due to me on any contract with the City and County of San Francisco.
6. A signature by the proposer fixed to this affidavit constitutes and agreement with the City to comply with the provisions of Chapters 12B and 12D of the San Francisco Administrative Code where applicable.
7. I declare the above provisions are attested to under penalty of perjury under the laws of California.

---

Owner/Authorized Representative  
(signature)

---

Date

---

Owner/Authorized Representative  
(print)

---

Name of Firm  
(print)



## HRC FORM 4: ARCHITECTURE & ENGINEERING

### Joint Venture Participation Schedule for MBE/WBEs

This form must be submitted to the HRC office by the proposer if it is a joint venture claiming an MBE/WBE ratings preference based on MBE/WBE/LBE participation in a joint venture. This form must be returned with the proposal. If the form is not returned with the proposal, the proposal may be determined non-responsive and rejected.

1. Name of Project: \_\_\_\_\_

2. Name(s) of all JV Partners: (Check if MBE/WBE/LBE as applicable)

|    | MBE | WBE |
|----|-----|-----|
| 1. |     |     |
| 2. |     |     |
| 3. |     |     |

3. Number of Personnel that will be assigned to this project by each JV Partner:

| Name of JV Partner | Number of Personnel & Job Title |
|--------------------|---------------------------------|
|                    |                                 |
|                    |                                 |
|                    |                                 |
|                    |                                 |
|                    |                                 |

4. Location of joint venture office(s):

\_\_\_\_\_

5. Describe the joint venture's insurance:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Describe profit and loss distribution among JV Partners unless included in joint venture agreement:

---

---

---

7. Describe the Management of the Joint Venture:

| Name of Each Person Performing Management Roles | Name of JV Partner Employing Each Person | Describe Management Role of Each Person |
|---|--|---|
|   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |

8. Describe any management or incentive fees not included in the joint venture agreement:

---

---

9. Names of persons that will be authorized to sign checks for the joint venture. Indicate any restrictions on such authorization, such as limitations to checks below a specified dollar amount, or checks for certain uses, or checks with a co-signer:

| Names | Conditions |
|-------|------------|
|       |            |
|       |            |
|       |            |

10. Attach copy of JV Agreement.

11. Attach copy of bank signature cards for the joint venture and indicate bank name and address.

## 12. Calculation of the Ratings Preference. (see page 13)

a. Distribution of tasks among the JV Partners:

| DESCRIPTION OF PRIME TASKS | TASK AS A % OF ALL PRIME TASKS | % OF TASK BY NON-MBE-WBE | % OF TASK BY MBE/WBE | % MBE/WBE PRIME CONSULTANT WORK |
|----------------------------|--------------------------------|--------------------------|----------------------|---------------------------------|
|                            | %                              | %                        | %                    | %                               |
|                            | %                              | %                        | %                    | %                               |
|                            | %                              | %                        | %                    | %                               |
|                            | %                              | %                        | %                    | %                               |
| <b>TOTAL</b>               | <b>100 %</b>                   | <b>%</b>                 | <b>%</b>             | <b>%</b>                        |

b. Percentage of all JV partner tasks performed by MBE/WBE JV partners:

—%

c. The ratings preference is awarded based on the MBE/WBE tasks calculated as a percentage of the prime consultant work:

## Total Contract Tasks 100 %

Percentage of Total Work to be Performed by Sub consultants -        %

Percentage of Prime Joint Venture Work = \_\_\_\_\_ %

**NOTE:** If the joint venture partners are dividing the work according to a different formula than that described above, please contact HRC staff and describe the arrangement in detail in the proposal. Joint venture partners are encouraged to gain approval of their joint venture by HRC staff prior to submitting their proposal.

**Note: All joint venture partners are required to sign this form.**

Firm (Print)

Firm ( Print)

**Owner/Authorized Representative  
(Signature)**

**Owner/Authorized Representative  
(Signature)**

---

**Name and Title ( Print)**

---

**Name and Title ( Print)**

Date \_\_\_\_\_

**Date**



**HRC FORM 5A: ARCHITECTURE AND ENGINEERING  
Employment Affirmative Action  
Requirements and Non-discrimination Provisions**

To be completed by the prime proposer and submitted with the proposal. If the form is not returned with the proposal, the proposal may be determined non-responsive and rejected.

1. Indicate key personnel designated to work on this project for the entire project team (prime consultant, joint venture partners, sub consultants).

The employees listed should include all those listed in descriptions of key personnel in other sections of the proposal, if this form is submitted in response to an RFP.

| Name of Firm | Name of Employees | Project Role | Race | Sex |
|--------------|-------------------|--------------|------|-----|
|              |                   |              |      |     |
|              |                   |              |      |     |
|              |                   |              |      |     |
|              |                   |              |      |     |
|              |                   |              |      |     |

2. Indicate personnel with disabilities who will be working on this project in any capacity for any member of the project team (prime consultant, joint venture partners, sub consultants).

| Name of Firm | Name of Employee | Project Role | Nature of Disability |
|--------------|------------------|--------------|----------------------|
|              |                  |              |                      |
|              |                  |              |                      |
|              |                  |              |                      |
|              |                  |              |                      |

3. Indicate the number of disadvantaged minorities, women or persons with disabilities that will be hired as on the job trainees by the entire project team (prime consultants, joint venture partners, sub consultants). (see page 15)

a) Estimated project fee: \$ \_\_\_\_\_

b) HRC on -the-job trainee goal for this project fee: \_\_\_\_\_

c) Number of the on-the-job trainees that will be hired by the project team:

d) If less than HRC goal, explain:

e) Length of training:

f) If less than 12 months, explain:

Firm (print)

---

Owner/Authorized Representative  
(Signature)

---

**Name and Title (print)**

Date

**HRC FORM SB: ARCHITECTURE & ENGINEERING**  
**Employment Affirmative Action**  
**Requirements and Non-discrimination Provisions**

To be completed by the proposer (including a separate form for each joint venture partner) and each sub consultant with a contract of \$10,000 or more. These forms should be returned with the proposal or the proposal may be determined non-responsive and rejected.

1. Please complete the following workforce breakdown. Information should be submitted only for the branch office that will perform the project work. Prime consultants and joint venture partners which are already under contract to the City and which are already submitting workforce data to HRC need not complete this workforce breakdown nor set additional goals.

|              | American Indian or Alaskan Native | Asian or Pacific Islander | Black | Filipino | Latino | Total Minority | Total Female | Total Employees |
|--------------|-----------------------------------|---------------------------|-------|----------|--------|----------------|--------------|-----------------|
|              | M/F                               | M/F                       | M/F   | M/F      | M/F    | M/F            | F            | M/F             |
| Professional |                                   |                           |       |          |        |                |              |                 |
| Technical    |                                   |                           |       |          |        |                |              |                 |
| Admin.       |                                   |                           |       |          |        |                |              |                 |

2. Based on the above workforce breakdown, indicate the firm (or branch office) employment goals. (see page 14)

|              | Present Employment of Minorities in your firm<br># % | Your Firm's Employment Goal for Minority Participation<br># % | HRC Goal For Minority Participation<br># % | Present Employment of Women in Your Firm<br># % | Your Firm's Employment Goal for Women Participation<br># % | HRC Goal for Women's Participation<br># % |
|--------------|--|---|--|---|--|---|
| Professional |  |   |  |   |  |   |
| Technical    |  |   |  |   |  |   |
| Admin.       |  |   |  | N/A %   | N/A %  | N/A %                                     |

3. Estimated time needed to meet your firm's employment goals during the duration of the project: \_\_\_\_\_ Years \_\_\_\_\_ Months
4. If your firm's employment goals are lower than HRC's employment goals, give the reason:
  - a) Short project (Give number of months): \_\_\_\_\_
  - b) Reduction in workforce (Give estimate): \_\_\_\_\_
  - c) Low turnover (Give number of hires during last year) \_\_\_\_\_
  - d) Others, please explain: \_\_\_\_\_

5. a) Indicate employees with disabilities on your staff. (Information should be submitted only for the branch office that will perform the project work.)

| Name of Employee | Job Title | Nature of Disability |
|------------------|-----------|----------------------|
|                  |           |                      |
|                  |           |                      |
|                  |           |                      |
|                  |           |                      |

b) Will you use outreach programs during the project with the goal of hiring persons with disabilities?

6. Indicate trainees hired over the past 3 years:

| Year | Name of Trainee | Give Nature of Disability | Race | Sex | Name of Training Origin (e.g. ESCMT) | Type of Training (e.g. Drafting) |
|------|-----------------|---------------------------|------|-----|--------------------------------------|----------------------------------|
|      |                 |                           |      |     |                                      |                                  |
|      |                 |                           |      |     |                                      |                                  |
|      |                 |                           |      |     |                                      |                                  |
|      |                 |                           |      |     |                                      |                                  |

I declare, under penalty of perjury under the laws of California, that I will ensure that my firm complies fully with the provisions of Chapter 12B of the San Francisco Administrative Code.

I acknowledge and am hereby advised that upon a finding of non-compliance with the provisions of Chapter 12B, the City is authorized to impose penalties which may include financial penalties and disqualification from providing goods and services to the City and County of San Francisco for a period not to exceed two years.

I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Name of Firm (Please Print)

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Owner/Authorized Representative (Please Print)

# Declaration

## San Francisco Administrative Code Chapter 12B

### Nondiscrimination in Contracts



#### A. What is Chapter 12B of the Administrative Code?

Chapter 12B of the S.F. Administrative Code is entitled "Nondiscrimination in Contracts," and requires companies providing products or services to, or acquiring a real property interest from, City government to agree not to discriminate against specified groups for specified reasons, and to include a similar provision in subcontracts and other agreements. Those provisions are the subject of this form. The text of Chapter 12B is posted on the Web at: [www.sfhumanrights.org/lgbth](http://www.sfhumanrights.org/lgbth).

If you cannot fulfill all the requirements of Chapter 12B, the City cannot do business with you, except under very limited circumstances. (See Sec. 12B.5-1.)

Chapter 12B also requires contractors to submit workforce reports and affirmative action plans to the City for review. Those documents, however, are not related to this Information Sheet or Declaration and are considered separately on a bid-by-bid basis.

The Human Rights Commission is the City department responsible for enforcing the provisions of Chapter 12B.

#### B. What City contracts are covered by Chapter 12B?

- Contracts where the City purchases products, services or construction.
- Leases of property owned by the City. In these cases, the City is the landlord.
- Concessions or franchisees granted by the City.

#### C. What are the specified groups?

You may not discriminate against:

- your employees
- an applicant for employment
- any employee of City government
- a member of the public having contact with you.

#### D. What are the prohibited types of discrimination?

You may not discriminate against the specified groups for the following reasons (see Question 1a on reverse):

- race
- creed
- ancestry
- sex
- sexual orientation
- HIV status
- in the provision of benefits, discriminating between employees with spouses and employees with domestic partners, or between the spouses and domestic partners of employees, subject to the conditions listed in F.2 below.
- color
- national origin
- age
- disability
- gender identity (transgender status)

#### E. How are subcontracts affected?

For any subcontract, sublease, or other subordinate agreement you enter into which is related to a contract you have with the City, you must include a nondiscrimination provision as required by Sec. 12B.1(a) and 12B.2. (See Question 1b on reverse.) The subcontracting provision need not include nondiscrimination in benefits as part of the nondiscrimination requirements. If you're unsure whether a contract qualifies as a subcontract, contact the City department administering the (prime) contract. "Subcontract" also includes any subcontract of your subcontractor for performance of 10% or more of the subcontract.

#### F. Nondiscrimination in benefits for spouses and domestic partners

##### 1. Who are domestic partners?

If your employee and another person are currently registered as domestic partners with a state, county or city which authorizes such registration, then those two people are domestic partners. It doesn't matter where the domestic partners now live, or whether they are a same-sex couple or an opposite-sex couple.

##### 2. What is nondiscrimination in benefits?

You must provide the same benefits to employees with spouses and employees with domestic partners, and to spouses and domestic partners of employees, subject to the following qualifications (see Question 2c on reverse):

- If your cost of providing a benefit for an employee with a domestic partner exceeds that of providing it for an employee with a spouse, or vice versa, you may require the employee to pay the excess cost.
- If you are unable to end discrimination in benefits, despite taking all reasonable measures to do so, you must provide the employee with a cash equivalent. This qualification is intended to address situations where your benefits provider will not provide equal benefits and you are unable to find an alternative source. (See Question 2d on reverse.)
- The law does not require any benefits be offered to spouses or domestic partners. It does require, however, that whatever benefits are offered to spouses be offered equally to domestic partners, and vice versa.

##### 3. Examples of benefits

The law is intended to apply to all benefits offered to employees with spouses and employees with domestic partners. A sample list appears in Question 2c on reverse.

#### G. Form required

Complete the other side of this form to tell the City whether you comply with Chapter 12B's nondiscrimination requirements. After June 1, 1997, when a contract is amended or when a new contract is awarded, the City will require you to complete the form. All parties to a Joint Venture must submit separate Declarations.

Please submit an original of the Declaration and keep a copy for your records. If a City department should ask you to complete the form again, you may submit a copy of the form you originally submitted, unless you are advised otherwise.

#### H. Attachments

If you provide equal benefits, as indicated by your answers to Question 2c on reverse, **YOU MUST ATTACH DOCUMENTATION TO THIS FORM**, unless documentation does not exist. See item 3, "Documentation for Nondiscrimination in Benefits," on reverse. If documentation does not exist, attach an explanation (e.g., some of your policies are informal and unwritten).

#### I. If your answers change

If, after you submit the Declaration, your company's nondiscrimination policy or benefits change such that the information you provided to the City is no longer accurate, you must advise the City promptly by submitting a new Declaration.

# Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits

|   |            |           |   |                         |                     |
|---|------------|-----------|---|-------------------------|---------------------|
| 1. Nondiscrimination—Protected Classes  | <u>Yes</u> | <u>No</u> | b. Do you provide, or offer access to, any benefits to employees with domestic partners (DPs) or to domestic partners of employees?   | <u>Yes</u>              | <u>No</u>           |
| a. Is it your company's policy that you will not discriminate against your employees, applicants for employment, employees of the City, or members of the public for the following reasons: |            |           | If you answered "no" to both 2a and 2b, skip 2c and 2d, and sign, date and return the form. If you answered "yes" to 2a or 2b, continue to 2c.  |                         |                     |
| • race  | <u>  </u>  | <u>  </u> | c. If "yes," please indicate which ones. This list is not intended to be exhaustive. Please list any other benefits you provide.  | <u>Yes, for Spouses</u> | <u>Yes, for DPs</u> |
| • sex   | <u>  </u>  | <u>  </u> | Medical (health, dental, vision)  | <u>  </u>               | <u>  </u>           |
| • color   | <u>  </u>  | <u>  </u> | Pension   | <u>  </u>               | <u>  </u>           |
| • creed   | <u>  </u>  | <u>  </u> | Bereavement   | <u>  </u>               | <u>  </u>           |
| • national origin   | <u>  </u>  | <u>  </u> | Family leave  | <u>  </u>               | <u>  </u>           |
| • ancestry  | <u>  </u>  | <u>  </u> | Parental leave  | <u>  </u>               | <u>  </u>           |
| • age   | <u>  </u>  | <u>  </u> | Employee assistance programs  | <u>  </u>               | <u>  </u>           |
| • disability  | <u>  </u>  | <u>  </u> | Relocation and travel   | <u>  </u>               | <u>  </u>           |
| • sexual orientation  | <u>  </u>  | <u>  </u> | Company discounts, facilities, events   | <u>  </u>               | <u>  </u>           |
| • gender identity (transgender status)  | <u>  </u>  | <u>  </u> | Credit union  | <u>  </u>               | <u>  </u>           |
| • HIV status  | <u>  </u>  | <u>  </u> | Child care  | <u>  </u>               | <u>  </u>           |
| b. Do you agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City?      |            |           | Other _____   | <u>  </u>               | <u>  </u>           |
| If you answered "no" to any part of 1a, or 1b, the City cannot do business with you.  |            |           |   |                         |                     |
| Item 2 does not apply to subcontracts or subcontractors.  |            |           |   |                         |                     |
| 2. Nondiscrimination—Spousal and Domestic Partner Benefits  |            |           |   |                         |                     |
| a. Do you provide, or offer access to, any benefits to employees with spouses or to spouses of employees?   | <u>  </u>  | <u>  </u> | d. If you answered "yes" to 2a or 2b, and in 2c indicated that you do not provide equal benefits, you may still comply with Chapter 12B if you have taken all reasonable measures to end discrimination in benefits, have been unable to do so, and now provide employees with a cash equivalent. | <u>Yes</u>              | <u>No</u>           |
| (1) Have you taken all reasonable measures?   |            |           |   |                         |                     |
| (2) Do you provide a cash equivalent?   |            |           |   |                         |                     |

### 3. Documentation for Nondiscrimination in Benefits (Questions 2c and 2d only)

If you answered "yes" to any part of Question 2c or to Question 2d, **you must attach to this form** those provisions of insurance policies, personnel policies, or other documents you have which verify your compliance with Question 2c or 2d. Please include the policy sections which list the benefits for which you indicated "yes" in Question 2c. If documentation does not exist, attach an explanation, e.g., some of your personnel policies are informal and unwritten. If you answered "yes" to Question 2d(1), complete and attach form HRC-12B-102, "Nondiscrimination in Benefits—Documentation of Reasonable Measures," available from the Human Rights Commission. You need not document your "yes" answer to Question 1a or 1b.

I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_, (City) \_\_\_\_\_, (State) \_\_\_\_\_.

Name of Company (please print)

Gen'l Address { Mailing Address for General Corresp., Orders, etc.

Signature

City, State, ZIP

Name of Signatory (please print)

Remit Address { Remittance Address, if different

Title

City, State, ZIP

Telephone Number

Federal ID or Social Security Number

Check here if your address has changed.

Vendor Number (if known)

Check here if your organization is nonprofit.

Approx. number of employees in the U.S.: \_\_\_\_\_

Return this form to: HRC, 25 Van Ness Ave., Suite 800, San Francisco 94102-6033, or to the department which sent the form to you if the department so requests.

# City and County of San Francisco



Willie Lewis Brown, Jr.  
Mayor

# Human Rights Commission

Contract Compliance  
Dispute Resolution/Fair Housing  
Minority/Women/Local Business Enterprise  
Lesbian Gay Bisexual Transgender & HIV Discrimination

Marivic S. Bamba  
Executive Director

## Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits REASONABLE MEASURES AFFIDAVIT

This form, and supporting documentation, should be submitted to the Human Rights Commission (along with Form HRC-12B-101) by entities contracting with or bidding on contracts with the City and County of San Francisco who (see definitions on back):

- a. Have taken all reasonable measures to end discrimination in benefits; and
- b. Are unable to do so; and
- c. Intend to offer a cash equivalent to employees for whom equal benefits are not available.

Please attach the following information and submit it with this form:

1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
2. The dates on which such benefits providers were contacted;
3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

---

Name of Company (please print)

---

Mailing Address of Company

---

Signature

---

City, State, Zip

---

Name of Signatory (please print)

---

Telephone Number

---

Title

---

Vendor Number

---

Date

Form HRC-12B-102

(5/97)



## Definition of Terms<sup>1</sup>

### A. REASONABLE MEASURES

The Human Rights Commission will determine whether a City Contractor has taken all reasonable measures upon the review of HRC Form 12B-102 and attached compelling documentation provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

- (1) The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
- (2) The existence of benefits providers willing to offer equal benefits to the City Contractor; and
- (3) The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

### B. CASH EQUIVALENT

“Cash Equivalent” means the amount of money paid to an employee by a City Contractor who, despite taking all reasonable measures, is unable to end discrimination in benefits. The cash equivalent shall be the amount of money paid by the City Contractor for the benefit given to a similarly situated employee.<sup>2</sup> To the extent that a City Contractor limits the availability of any benefit to the spouses of employees, or vice versa, the availability of a cash equivalent may be similarly limited.<sup>3</sup> The cash equivalent payment shall be made either on the same schedule as the City Contractor uses for the benefit given to employees with spouses, or, if no such schedule exists, on another schedule so long as such payment is made no less than once per month. No cash equivalent payment will be required where making such a payment would violate federal or state law.

---

<sup>1</sup> Taken from the Rules of Procedure for the Nondiscrimination in Contracts: Equal Benefits Provisions of Chapter 12B of the San Francisco Administrative Code.

<sup>2</sup> The following scenario is provided as an example of similarly situated employees: A City Contractor with locations in Dallas, TX and Bridgeport, CT, offers spousal health insurance to its employees. After taking all reasonable measures, the City Contractor is still unable to provide health insurance for the domestic partners of its employees. The cash equivalent it would pay to its Bridgeport employees would be the amount of money paid by the City Contractor for benefits given to employees with spouses in Bridgeport; the cash equivalent the City Contractor would pay to its Dallas employees would be the amount of money paid by the City Contractor for benefits given to employees with spouses in Dallas.

<sup>3</sup> The following scenario is provided as an example of limiting the availability of a cash equivalent: A City Contractor limits the availability of spousal health insurance coverage to only those spouses who are not already covered by their own employer’s health insurance plan. This City Contractor is unable to provide health insurance to the domestic partners of its employees and instead offers a cash equivalent. The City Contractor may limit the availability of a cash equivalent payment to only those employees whose domestic partners are not already covered by their own employer’s health insurance plan.



Willie Lewis Brown, Jr.  
Mayor

Contract Compliance  
Dispute Resolution/Fair Housing  
Minority/Women/Local Business Enterprise  
Lesbian Gay Bisexual Transgender & HIV Discrimination

Marivic S. Bamba  
Executive Director

**Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits  
SUBSTANTIAL COMPLIANCE AUTHORIZATION FORM**

This form, and supporting documentation, must be submitted to the Human Rights Commission (along with Form HRC-12B-101) by entities contracting with or bidding on contracts with the City and County of San Francisco who wish to delay ending their discrimination in benefits pursuant to the Rules of Procedure, as set out below.

**Fill out all sections that apply. Attach additional sheets as necessary.**

**A. Open Enrollment**

Ending discrimination in benefits may be delayed until the first effective date after the first open enrollment process following the date the contract with the City and County begins, provided that the City Contractor submits to the Human Rights Commission evidence that reasonable efforts are being undertaken to end discrimination in benefits. This delay may not exceed two years from the date the contract with the City is entered into, and only applies to benefits for which an open enrollment process is applicable.

- Date next benefits plan year begins: \_\_\_\_\_
- Date nondiscriminatory benefits will be available: \_\_\_\_\_
- Reason for Delay: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Description of Efforts being undertaken to end discrimination in benefits: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Administrative Actions and Request for Extension**

Ending discrimination in benefits may be delayed until administrative steps can be taken to incorporate nondiscrimination in benefits into the City Contractor's infrastructure. The time allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed 3 months. An extension of this time may be granted at the discretion of the Director of the Human Rights Commission or the Director's designee upon the written request of the City Contractor. Administrative steps may include, but are not limited to, such actions as computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Description of administrative steps needed and dates to be achieved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If requesting extension beyond three months, please explain basis: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(OVER)

Form HRC-12B-103 (5/97)



(415)252-2500

• 25 Van Ness Avenue, Ste. 800, San Francisco, CA 94102-6033 • FAX (415)431-5764 • TDD (415)252-2550

Recycled Paper



### **C. Collective Bargaining Agreements (CBA)**

Ending discrimination in benefits may be delayed until the expiration of a City Contractor's current collective bargaining agreement(s) where the all of the following conditions have been met:

1. the provision of benefits is governed by one or more collective bargaining agreement(s); and
2. the City Contractor takes all reasonable measures to end discrimination in benefits by either requesting that the Union(s) involved agree to reopen the agreement(s) in order for the City Contractor to take whatever steps necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreement(s); and
3. in the event that the City Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, the City Contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized in writing by the Director of the Human Rights Commission or the Director's designee, this cash equivalent payment must begin at the time the Union(s) refuse to allow the collective bargaining agreement(s) to be reopened, or in any case no longer than three (3) months from the date the contract with the City is entered into.

*For a delay to be granted under this provision, written proof must be submitted with this form that:*

- *The benefits for which the delay is requested are governed by a CBA;*
- *All reasonable measures have been taken to end discrimination in benefits (see Section C.2, above); and*
- *A cash equivalent payment will be provided to eligible employees for whom benefits are not available.*

### **D. Closest Approximation Available**

A City Contractor will not be deemed to be discriminating in the provision of benefits where, after taking all reasonable measures, the City Contractor is unable to end discrimination in benefits and instead provides the closest approximation of equal benefits available. If the cost of providing the closest approximation of equal benefits is at least 33% less expensive than the cost of providing equal benefits, the City Contractor must also make a cash equivalent payment.

*For a delay to be granted under this provision, a contractor must submit with this form:*

1. *A description of benefits currently offered;*
2. *A description of the closest approximation of benefits to be offered to those employees for whom current benefits are unavailable;*
3. *A completed Reasonable Measures Form HRC-12B-102, documenting that the current benefits are not available to all employees; and*
4. *If the contractor's cost of providing current benefits is 33% less than the cost of providing the closest approximation of benefits, written proof must be submitted that a cash equivalent payment will be made.*

I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Vendor Number

Date





